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Filing date: **06/16/2007**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	92032341
Party	Defendant MICHEL FARAH MICHEL FARAH ,
Correspondence Address	David M. Rogero David M. Rogero, P.A. 2600 Douglas Road, Suite 600 Coral Gables, FL 33134 UNITED STATES dmrogero@dmrpa.com
Submission	Motion for Summary Judgment
Filer's Name	David M. Rogero
Filer's e-mail	dmrogero@dmrpa.com
Signature	/s/David M. Rogero/
Date	06/16/2007
Attachments	MSJ with exhibits 061607.pdf ( 23 pages )(389948 bytes )

UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

PRAMIL S.R.L. (ESPHARMA)	)	
	)	
Petitioner,	)	Cancellation No. 92032341
	)	Reg. No. 2,447,970
v.	)	Mark: OMIC PLUS
	)	
MICHEL FARAH	)	
	)	
Registrant.	)	
_____	)	

REGISTRANT’S MOTION FOR SUMMARY JUDGMENT

Registrant Michel Farah (“Farah”), pursuant to 37 C.F.R. §§ 2.116(a), 2.127(a), and Federal Rule of Civil Procedure 56(b), moves for summary judgment in his favor and for dismissal of the petition to cancel the registration of his mark OMIC PLUS. This motion is based upon a decision of the United States District Court for the Southern District of Florida that permanently enjoins Petitioner Pramil S.R.L. (Esapharma) (“Pramil”) from using the mark OMIC PLUS, thus precluding Pramil’s petition to cancel Farah’s registration.

FACTS

Farah achieved registration of his mark on May 1, 2001. A Section 8 declaration was accepted on August 29, 2006, securing Farah’s registration through May 1, 2011. During the pendency of this cancellation proceeding, a civil action was filed in the District Court in Miami by Registrant’s exclusive licensee, Gapardis Health and Beauty, Inc., against Pramil and Pramil’s U.S. distributor, International Beauty Exchange, Inc.

(“IBE”) claiming, among other things, infringement of the mark OMIC PLUS.<sup>1</sup> On May 23, 2007, District Court Judge Federico Moreno issued an order, a copy of which is attached to this motion as Exhibit A, entering a permanent injunction in favor of Registrant and prohibiting Petitioner Pramil, among other things, “[f]rom using the trademarks OMIC PLUS and REGGE LEMON or reproductions or copies thereof,” and “[f]rom infringing the trademarks OMIC PLUS and REGGE LEMON.” The finding of the District Court that Pramil lacks the right to use the mark is dispositive of this cancellation proceeding and bears directly upon Pramil’s lack of standing to challenge Farah’s registration of the mark.

## LEGAL ARGUMENT

### A. Standard for Summary Judgment

In a cancellation proceeding before the TTAB, a party is entitled to a grant of summary judgment where that party has carried the burden of establishing that there are no genuine issues of material fact, and that it is entitled to judgment as a matter of law. Fed. R. Civ. P. 56(c); *Loglan Institute, Inc. v. Logical Language Group Inc.*, 962 F.2d 1038, 1039-1040; *La Fara Importing Co. v. F. Lli de Cecco di Filippo Fara S. Martino S.p.a.*, 8 USPQ2d 1143, 1145-47 (TTAB 1988).

The TTAB is an administrative tribunal with jurisdiction limited to the issue of registrability. TBMP § 102.01. To the extent that a civil action in a Federal district court involves issues in common with those in a proceeding before the Board, the decision of

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<sup>1</sup> The pending civil action was the basis for a motion to suspend this proceeding, recently denied by order dated June 15, 2007, Docket Entry 50. That order stated, in a footnote, “This does not prohibit either party from informing the Board of any final findings in the civil action that may have a bearing on this proceeding.”

the Federal district court is binding upon the Board, while any decision of the Board is not binding upon the court. TBMP § 510.02(a). Thus, the TTAB has given preclusive effect to findings of fact by a court regarding issues that are dispositive of a petition for cancellation. *See Mother's Restaurant, Inc. v. Mama's Pizza, Inc.*, 723 F.2d 1566, 1568-73 (Fed. Cir. 1983) (affirming TTAB's grant of summary judgment for a respondent in a cancellation proceeding, based on the preclusive effect of a prior state court judgment as to likelihood of confusion).

#### B. Petitioner Lacks Standing to Bring This Proceeding

A petitioner seeking to cancel a federal trademark registration must have both standing and valid grounds for cancellation. *See* 15 U.S.C. §§ 1064, 1052(d); *Coup v. Vornado Inc.*, 9 USPQ2d 1824, 1825-26 (TTAB 1988). The purpose of this requirement is to prevent litigation in the absence of an actual controversy between the parties. *Ritchie v. Simpson*, 170 F.3d 1092, 1095 (Fed. Cir. 1999); *Intersat Corp v. International Telecommunications Satellite Org.*, 226 USPQ 154, 156 (TTAB 1985). In this case, Pramil lacks standing because it cannot show that it is likely to be damaged by the continued registration of the challenged mark. 15 U.S.C. § 1064.

In order to maintain standing, Pramil must demonstrate that it has (1) “a ‘real interest’ in the proceedings” and (2) “a ‘reasonable basis’ for [its] belief of damage.” *Ritchie*, 170 F.3d at 1095. In order for Pramil to have a “real interest” in the proceedings, it must have a direct stake in the outcome greater than that of the general public. *Ritchie*, 170 F.3d at 1095-97; *Coup*, 9 USPQ2d at 1825-26. Furthermore, Pramil's belief in the likelihood of damage must be “more than a subjective belief,” but rather it must have “a

reasonable basis in fact.” *Ritchie*, 170 F.3d at 1098 (quoting *Universal Oil Products Co. v. Rexall Drug & Chemical Co.*, 463 F.2d 1122, 1124 (CCPA 1972)).

As the District Court has now permanently enjoined Pramil from using the mark OMIC PLUS, Pramil can have no further interest in the mark beyond that of the general public. Furthermore, because Pramil is now prohibited from using the mark, there can be no basis for a belief that the Pramil will be harmed by the continued registration of the mark. Thus, Pramil cannot demonstrate standing to pursue a cancellation proceeding against Farah’s registration, and this proceeding should be promptly dismissed.

C. Petitioner is Collaterally Estopped From Denying  
Registrant’s Legitimate Ownership of OMIC PLUS

The doctrine of collateral estoppel, or issue preclusion, applies to proceedings before the TTAB. *See Jet, Inc. v. Sewage Aeration Systems*, 223 F. 3d 1360, 1366 (Fed. Cir. 2000); *Mother’s Restaurant*, 723 F.2d at 1568-73. Under the doctrine of issue preclusion, issues which are actually and necessarily determined by a court of competent jurisdiction are normally conclusive in a subsequent suit involving the parties to the prior litigation. *Mother’s Restaurant, Inc.* 723 F.2d at 1569-71; *International Order of Job’s Daughters v. Lindeburg & Co.*, 727 F.2d 1087, 220 USPQ 1017 (Fed. Cir. 1984). Issue preclusion may be invoked against a party to a prior action, unless it appears that the party against whom the doctrine is asserted did not have a full and fair opportunity to litigate the issue, or unless the court finds that it is otherwise unfair to permit the use of estoppel. *See Perma Ceram Enterprises Inc. v. Preco Industries Ltd.*, 23 USPQ2d 1134 (TTAB 1992).

In this case, Pramil, the party that brought this cancellation proceeding, was named as a defendant in the civil action brought in the Southern District of Florida.<sup>2</sup> The Court's entry of a default judgment shows that the Court was satisfied that Pramil had been properly served with process, that it had been placed on notice of the claims against it, and that it had been provided with an opportunity to assert a defense. Thus, Pramil had a full and fair opportunity to litigate all issues in the District Court action but chose not to do so, resulting in the entry of a default and a default judgment against it. It is well-established that "[r]es judicata does not require the precluded claim to actually have been litigated; its concern, rather, is that the party against whom the doctrine is asserted had a full and fair opportunity to litigate the claim. That is why it has long been the law that default judgments can support *res judicata* as surely as judgments on the merits." *EDP Med. Computer Sys. v. United States*, 480 F.3d 621, 626 (2d Cir. 2007) (citing *Morris v. Jones*, 329 U.S. 545, 550-51 (1947) ("A judgment of a court having jurisdiction of the parties and of the subject matter operates as *res judicata*, in the absence of fraud or collusion, even if obtained upon a default.")). In *Old Grantian Co. v. William Grant & Sons, Ltd.*, 53 C.C.P.A. 1257 (CCPA 1966), the Court of Customs and Patent Appeals thoroughly explained this principle:

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<sup>2</sup> In the Order recently entered in this proceeding denying Registrant's Motion to Suspend, the administrative judge incorrectly noted that "Petitioner argues that it is not a party to the civil proceeding." What Pramil did assert, shortly after the civil action was filed, was that it was unknown whether service had been made upon it. *See* Reply to Registrant's Motion to Suspend Proceeding, Docket Entry 45, March 22, 2006. Subsequently, after being notified that the District Court had entered a default judgment against Pramil, Pramil asserted in this proceeding that there was no evidence that it had been properly served and admitted that it had chosen not to participate in the District Court action. *See* Petitioner's Response to Registrant's Supplement to Motion to Suspend, Docket Entry 49, March 12, 2007.

[A] judgment by default is just as conclusive an adjudication between the parties of whatever is essential to support the judgment as one rendered after answer and contest. The essence of estoppel by judgment is that there has been a judicial determination of a fact, and the question always is, has there been such determination, and not upon what evidence or by what means was it reached. *A failure to answer is taken as an admission of the truth of the facts stated in the complaint*, and the court may properly base its determination on such admission.

*Id.* at 1260 (emphasis added). *See also Wells Cargo, Inc. v. Wells Cargo, Inc.*, 606 F.2d 961, 964 (C.C.P.A. 1979) (“A default judgment reflects a finding that a party’s conduct amounts to admission of truth in his opponent’s allegations.”); *ADC Telecommunications, Inc. v. Reltec Corporation*, 1998 TTAB LEXIS 78 at \*11 (TTAB 1998) (summary judgment in favor of petitioner in a cancellation proceeding upheld where “respondent had a full and fair opportunity to defend the prior opposition proceeding, but respondent chose not to do so”).

Pramil’s failure to respond to the litigation in the District Court thus constituted an admission before that Court of Gapardis’ allegations, and the default judgment issued against Pramil necessarily required that the District Court find that Gapardis, as the exclusive licensee of the Registrant Farah, has a right to use the OMIC PLUS mark, while Pramil does not. Pramil cannot complain that it was not apprised of the civil litigation -- Pramil was informed by service of process effected upon it in the District Court action and through Farah’s several filings with the TTAB, beginning with his Motion to Suspend the proceeding pending the outcome of the civil litigation, filed on March 13, 2006, Docket Entry 43. Farah’s supplemental submissions to the TTAB further informed Pramil that its licensee had conceded Farah’s ownership of the OMIC

PLUS mark and had withdrawn its own separate application to register the mark OMIC,<sup>3</sup> and that a default and default judgment had been entered against Pramil. *See* Docket Entries 47, 48. Despite Pramil's acknowledgement, in its response, Docket Entry 49, to Farah's second supplement, that it had suffered the entry of a default judgment against it, Pramil has taken no steps in the District Court action to challenge service of process or the entry of default against it, and has not sought relief from the permanent injunction. A copy of the Court's docket is attached hereto as Exhibit D.

Farah notes that the Board's denial of the Motion to Suspend specified that the order "does not prohibit either party from informing the Board of any final findings in the civil action that may have a bearing on this proceeding." The entry of the permanent injunction, effectively ending Pramil's right to contest Farah's registration of the mark, constitutes such a final finding that has a significant bearing on this proceeding.

### CONCLUSION

Accordingly, Farah requests that the Board respect the permanent injunction entered by the District Court against Petitioner Pramil, and find that there are no material issues of fact remaining to be resolved in this proceeding, that Pramil lacks standing to prosecute this proceeding against Farah, and that Farah is entitled to judgment as a matter of law.

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<sup>3</sup> A copy of IBE's withdrawal of its application to register the mark OMIC is attached hereto as Exhibit B. IBE also withdrew its separate application to register OMIC PLUS; a copy of that express withdrawal is attached hereto as Exhibit C.



Respectfully submitted,

/s/David M. Rogero/

David M. Rogero

DAVID M. ROGERO, P.A.

2625 Ponce de Leon Boulevard, Suite 280

Coral Gables, FL 33134

Telephone (305) 441-0200

Fax (305) 460-4099

Attorney for Registrant Farah

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Registrant's Motion for Summary Judgment was sent by facsimile transmission and by first class mail with proper postage affixed, the 16th day of June, 2007, to the following counsel for petitioner:

Donald L. Dennison  
Dennison, Schultz, Dougherty  
1727 King Street, Suite 105  
Alexandria, VA 22314

/s/David M. Rogero/

# Exhibit A

UNITED STATES DISTRICT COURT FOR THE  
SOUTHERN DISTRICT OF FLORIDA  
Miami Division

**Case Number: 06-20619-CIV-MORENO**

GAPARDIS HEALTH AND BEAUTY, INC.,

Plaintiff,

vs.

PRAMIL S.R.L. (ESAPHARMA) and  
INTERNATIONAL BEAUTY EXCHANGE.  
INC.,

Defendants.

---

**ORDER GRANTING PERMANENT INJUNCTION AGAINST  
DEFENDANT PRAMIL S.R.L. (ESPHARMA)**

THIS CAUSE came before the Court upon Plaintiff's Motion for Entry of Permanent Injunction against Defendant Pramil S.R.L. (Espharma) (**D.E. No. 44-1**), filed on **February 13, 2007**.

THE COURT has considered the motion and the pertinent portions of the record, and being otherwise fully advised in the premises, it is

**ADJUDGED** that the motion is **GRANTED**. It is hereby ordered that Defendant Pramil S.R.L. (Espharma), and those persons or entities in active concert or participation with it, are permanently enjoined:

(i) From using the trademarks OMIC PLUS and REGGE LEMON or reproductions, or copies thereof;

(ii) From processing, receiving, manufacturing, assembling, distributing, warehousing, shipping, transshipping, transferring, storing, advertising, promoting, offering, selling, offering or holding for sale, disposing, or in any other manner handling or dealing with any goods, packaging,

wrappers, containers and receptacles, bearing the trademarks OMIC PLUS and REGGE LEMON or reproductions, or copies thereof;

(iii) From infringing the trademarks OMIC PLUS and REGGE LEMON;


(iv) From using any reproduction, or counterfeit, or copy or colorable imitation of the Plaintiff's trademarks in connection with publicity, promotion, sale, or advertising of goods sold by Defendant, including, without limitation, health and beauty products bearing a copy or colorable imitation of the Plaintiff's trademarks;

(v) From affixing, applying, annexing or using in connection with goods manufactured, sold or distributed by Defendant, any words or other symbols making a false description or representation describing such goods as being those of Plaintiff, and from offering such goods in commerce;

(vi) From using any trademark or trade dress as defined above in connection with the manufacture, sale or distribution of any goods which falsely represent such goods as being connected with, approved by or sponsored by Plaintiff;

It is further **ADJUDGED** that this Court shall retain jurisdiction of the parties for purposes of enforcement of the Permanent Injunction.

DONE AND ORDERED in Chambers at Miami, Florida, this 23rd day of May, 2007.

  
\_\_\_\_\_  
FEDERICO A. MORENO  
UNITED STATES DISTRICT JUDGE

Copies provided to: Counsel of Record

# Exhibit B



\*\*Please place on Upper Right Corner\*\*  
\*\*of Response to Office Action ONLY.\*\*

Examining Attorney: VERHOSEK, WILLIAM

Serial Number: 76/655210



IN THE UNITED STATES P

In re Application of :  
INTERNATIONAL BEAUTY EXCHANGE ]

Serial No.: 76/655,210 ]

Filed: February 16, 2006 ]

Mark: OMIC ]

Law Office 114

Attorney: William Verhosek


EXPRESS WITHDRAWAL OF APPLICATION  
UNDER 37 C.F.R. §2.68

Commissioner for Trademarks  
P.O. Bx 1451  
Alexandria, VA 22313-1451

Sir:

Applicant, through counsel, hereby expressly withdraws  
the above-noted application in accordance with Rule 68

Respectfully submitted,  
International Beauty Exchange

By   
Donald L. Dennison  
Attorney for Applicant

September 6, 2006



09-08-2006

U.S. Patent & TMOc/TM Mail Rpt Dt. #32

LAW OFFICES  
DENNISON, SCHULTZ & MACDONALD  
SUITE 105  
1727 KING STREET  
ALEXANDRIA, VIRGINIA 22314-2700  
703 837-9600

# Exhibit C

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**



In re Application of : ]  
INTERNATIONAL BEAUTY EXCHANGE ]  
Serial No.: 76/655,464 ]  
Filed: February 21, 2006 ] Law Office 114  
Mark: **OMIC PLUS** ] Attorney: William Verhosek  
] ]  
] ]

**EXPRESS WITHDRAWAL OF APPLICATION**  
**UNDER 37 C.F.R. §2.68**

Commissioner for Trademarks  
P.O. Bx 1451  
Alexandria, VA 22313-1451



09-08-2006

U.S. Patent & TMO/TM Mail Rcpt Dt. #32

Sir:

Applicant, through counsel, hereby expressly withdraws  
the above-noted application in accordance with Rule 68

Respectfully submitted,  
International Beauty Exchange

By

Donald L. Dennison  
Attorney for Applicant

September 6, 2006

LAW OFFICES  
DENNISON, SCHULTZ & MACDONALD  
SUITE 105  
1727 KING STREET  
ALEXANDRIA, VIRGINIA 22314-2700  
703 837-9600



# Exhibit D

CLOSED

U.S. District Court  
Southern District of Florida (Miami)  
CIVIL DOCKET FOR CASE #: 1:06-cv-20619-FAM

Gapardis Health v. Pramil SRL, et al  
Assigned to: Judge Federico A. Moreno  
Referred to: Magistrate Judge Andrea M. Simonton  
Demand: \$0  
Cause: 15:1125 Trademark Infringement (Lanham Act)

Date Filed: 03/13/2006  
Jury Demand: Defendant  
Nature of Suit: 840 Trademark  
Jurisdiction: Federal Question

Plaintiff

Gapardis Health & Beauty, Inc.

represented by David Michael Rogero  
2625 Ponce de Leon Boulevard  
Suite 280  
Coral Gables, FL 33134  
305-441-0200  
Fax: 460-4099  
Email: dmrogero@dmrpa.com  
*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*

V.

Defendant

Pramil SRL (Esapharma)

represented by Pramil SRL (Esapharma)  
Via A. De Gasperi N. 13  
20066, Milano Italy  
Italy  
PRO SE

Defendant

International Beauty Exchange,  
Inc.

represented by Diego Fernando Bobadilla  
D. Fernando Bobadilla, P.A.  
312 SE 17th Street  
2nd Floor  
Fort Lauderdale, FL 33316  
954-767-4820  
Fax: 305-470-7432

Email: fb@bobadilla-law.com  
*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*

Gregory Joseph Prusak  
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25 W Flagler Street  
Penthouse  
Miami, FL 33130-1712  
305-982-6603  
Email: gp@kubickidraper.com  
*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*

Date Filed	#	Docket Text
03/13/2006	<u>1</u>	COMPLAINT filed; FILING FEE \$250.00 RECEIPT # 936598 ; Magistrate Judge Andrea M. Simonton (bs, Deputy Clerk) (Entered: 03/14/2006)
03/13/2006	<u>2</u>	SUMMONS(ES) issued for Pramil SRL (bs, Deputy Clerk) (Entered: 03/14/2006)
03/13/2006	<u>3</u>	SUMMONS(ES) issued for International Beauty (bs, Deputy Clerk) (Entered: 03/14/2006)
04/18/2006	<u>4</u>	RETURN OF SERVICE executed for International Beauty on 4/4/06 Answer due on 4/24/06 for International Beauty (bs, Deputy Clerk) (Entered: 04/19/2006)
04/21/2006	<u>5</u>	MOTION by International Beauty (Attorney Diego Fernando Bobadilla) to extend time to respond to complaint (bs, Deputy Clerk) (Entered: 04/21/2006)
04/25/2006	<u>6</u>	ORDER granting [5-1] motion to extend time to respond to complaint ( Signed by Judge Federico A. Moreno on 04/24/06) [EOD Date: 4/26/06] (bs, Deputy Clerk) (Entered: 04/26/2006)
05/12/2006	<u>7</u>	SECOND MOTION by International Beauty (Attorney ) to extend time to respond to the complaint (bs, Deputy Clerk) (Entered: 05/12/2006)
05/16/2006	<u>8</u>	ORDER granting [7-1] motion to extend time to respond to the complaint ( Signed by Judge Federico A. Moreno on 05/15/06) [EOD Date: 5/17/06] (bs, Deputy Clerk) (Entered: 05/17/2006)
05/26/2006	<u>10</u>	NOTICE of attorney appearance for International Beauty by Gregory J.

		Prusak (Former Deputy Clerk) (Entered: 05/31/2006)
05/30/2006	<u>9</u>	NOTICE of attorney appearance for International Beauty by Gregory Joseph Prusak (bs, Deputy Clerk) (Entered: 05/31/2006)
06/02/2006	<u>11</u>	Answer and affirmative defenses by International Beauty ; jury demand and counterclaim (rb, Deputy Clerk) (Entered: 06/06/2006)
06/22/2006	<u>12</u>	ORDER referring case to mediation. 15 days to appoint mediator ( Signed by Judge Federico A. Moreno on 06/21/06) [EOD Date: 6/23/06] (bs, Deputy Clerk) (Entered: 06/23/2006)
06/22/2006	<u>13</u>	PRETRIAL ORDER SETTING CONFERENCE; Scheduling Conference deadline: 7/5/06 ( Signed by Judge Federico A. Moreno on 06/21/06) [EOD 6/23/06] (bs, Deputy Clerk) (Entered: 06/23/2006)
06/22/2006	<u>14</u>	SCHEDULING ORDER setting discovery deadline for 9/15/06 ( Signed by Judge Federico A. Moreno on 06/21/06) [EOD Date: 6/23/06] (bs, Deputy Clerk) (Entered: 06/23/2006)
06/22/2006	<u>15</u>	SCHEDULING ORDER SETTING TRIAL; setting Calendar call set for 2:00 11/21/06 Jury trial set for 11/27/06 ( Signed by Judge Federico A. Moreno on 06/21/06) [EOD Date: 6/23/06] CCAP (bs, Deputy Clerk) (Entered: 06/23/2006)
06/26/2006	<u>16</u>	ANSWER by Gapardis Health to counterclaim (ss, Deputy Clerk) (Entered: 06/28/2006)
06/30/2006	<u>17</u>	NOTICE of selection of Harold Schafer as Mediator by Gapardis Health (kw, Deputy Clerk) (Entered: 07/03/2006)
09/08/2006	<u>18</u>	MOTION by Gapardis Health (Attorney ) to continue trial and pretrial deadlines (cj, Deputy Clerk) (Entered: 09/11/2006)
09/08/2006	<u>19</u>	MOTION by Gapardis Health (Attorney ) to continue trial (cj, Deputy Clerk) (Entered: 09/11/2006)
09/18/2006	<u>20</u>	SUPPLEMENT by Gapardis Health to: [18-1] motion to continue trial and pretrial deadlines (bs, Deputy Clerk) (Entered: 09/19/2006)
09/18/2006	<u>21</u>	JOINT NOTICE OF SETTLEMENT filed by Gapardis Health, International Beauty (bs, Deputy Clerk) (Entered: 09/19/2006)
09/26/2006	<u>22</u>	ORDER denying [19-1] motion to continue trial ( Signed by Judge Federico A. Moreno on 09/25/06) [EOD Date: 9/27/06] (bs, Deputy Clerk) (Entered: 09/27/2006)
09/26/2006	<u>23</u>	FINAL JUDGMENT as to defendant International Beauty Exchange, Inc. only; regarding [21-1] settlement notice ( Signed by Judge Federico A. Moreno on 09/25/06) [EOD Date: 9/27/06] (bs, Deputy Clerk) (Entered: 09/27/2006)

09/26/2006	<u>24</u>	FINAL ORDER of dismissal and order denying all pending motions as moot ( Signed by Judge Federico A. Moreno on 09/25/06) [EOD Date: 9/27/06] (bs, Deputy Clerk) (Entered: 09/27/2006)
09/26/2006		CASE CLOSED. Case and Motions no longer referred to Magistrate. (bs, Deputy Clerk) (Entered: 09/27/2006)
09/29/2006	<u>25</u>	MOTION by Gapardis Health for relief from [24-1] final order (bb, Deputy Clerk) (Entered: 10/02/2006)
10/12/2006	<u>26</u>	SUPPLEMENT to <u>25</u> Motion for relief from final order of dismissal by Gapardis Health & Beauty, Inc.. (bs) (Entered: 10/17/2006)
10/25/2006	<u>27</u>	SUMMONS Returned Executed by Gapardis Health & Beauty, Inc.. Pramil SRL (Esapharma) served on 8/31/2006, answer due 9/20/2006. (Attachments: # <u>1</u> )(Rogero, David) (Entered: 10/25/2006)
10/26/2006	<u>28</u>	ORDER granting <u>25</u> Plaintiff's Motion for Relief From Final Order of Dismissal. Case Reopened. Signed by Judge Federico A. Moreno on 10-26-2006. (lc3) (Entered: 10/26/2006)
10/27/2006	<u>30</u>	Plaintiff's MOTION for Entry of Default <i>against Defendant Pramil S.R.L. (Esapharma)</i> by Gapardis Health & Beauty, Inc.. (Rogero, David) (Entered: 10/27/2006)
11/16/2006	<u>31</u>	NOTICE by Gapardis Health & Beauty, Inc. re <u>30</u> Plaintiff's MOTION for Entry of Default <i>against Defendant Pramil S.R.L. (Esapharma)</i> <i>Notice of no timely response</i> (Rogero, David) (Entered: 11/16/2006)
11/21/2006	<u>32</u>	Clerks Entry of Default as to Pramil SRL (Esapharma) (bs) (Entered: 11/21/2006)
11/21/2006	<u>33</u>	ORDER ON DEFAULT JUDGMENT PROCEDURE. Signed by Judge Federico A. Moreno on 11-21-06. (lc3) (Entered: 11/21/2006)
12/06/2006	<u>34</u>	Plaintiff's MOTION for Default Judgment <i>against Defendant Pramil SRL (Esapharma)</i> by Gapardis Health & Beauty, Inc.. (Attachments: # <u>1</u> Affidavit Declaration of Michel Farah)(Rogero, David) (Entered: 12/06/2006)
12/11/2006	<u>35</u>	NOTICE by Gapardis Health & Beauty, Inc. re <u>34</u> Plaintiff's MOTION for Default Judgment <i>against Defendant Pramil SRL (Esapharma)</i> <i>Notice of Filing Supplemental Declaration of Michel Farah</i> (Attachments: # <u>1</u> Affidavit Michel Farah# <u>2</u> Exhibit 1# <u>3</u> Certificate of Service)(Rogero, David) (Entered: 12/11/2006)
12/11/2006	<u>36</u>	NOTICE by Gapardis Health & Beauty, Inc. re <u>35</u> Notice (Other), Notice (Other), <u>34</u> Plaintiff's MOTION for Default Judgment <i>against Defendant Pramil SRL (Esapharma)</i> <i>Notice of Filing Exhibit 2 to Supplemental Declaration of Michel Farah</i> (Attachments: # <u>1</u> Exhibit

		2# <u>2</u> Certificate of Service)(Rogero, David) (Entered: 12/11/2006)
12/11/2006	<u>37</u>	NOTICE by Gapardis Health & Beauty, Inc. re <u>35</u> Notice (Other), Notice (Other), <u>34</u> Plaintiff's MOTION for Default Judgment <i>against Defendant Pramil SRL (Esapharma) Notice of Filing Exhibit 3 to Supplemental Declaration of Michel Farah</i> (Attachments: # <u>1</u> Exhibit 3# <u>2</u> Certificate of Service)(Rogero, David) (Entered: 12/11/2006)
12/11/2006	<u>38</u>	NOTICE by Gapardis Health & Beauty, Inc. re <u>35</u> Notice (Other), Notice (Other), <u>34</u> Plaintiff's MOTION for Default Judgment <i>against Defendant Pramil SRL (Esapharma) Notice of Filing Exhibit 4 to Supplemental Declaration of Michel Farah</i> (Attachments: # <u>1</u> Exhibit 4# <u>2</u> Certificate of Service)(Rogero, David) (Entered: 12/11/2006)
12/11/2006	<u>39</u>	NOTICE by Gapardis Health & Beauty, Inc. re <u>35</u> Notice (Other), Notice (Other), <u>34</u> Plaintiff's MOTION for Default Judgment <i>against Defendant Pramil SRL (Esapharma) Notice of Filing Exhibit 5 to Supplemental Declaration of Michel Farah</i> (Attachments: # <u>1</u> Exhibit 5# <u>2</u> Certificate of Service)(Rogero, David) (Entered: 12/11/2006)
12/11/2006	<u>40</u>	NOTICE by Gapardis Health & Beauty, Inc. re <u>35</u> Notice (Other), Notice (Other), <u>34</u> Plaintiff's MOTION for Default Judgment <i>against Defendant Pramil SRL (Esapharma) Notice of Filing Exhibit 6 to Supplemental Declaration of Michel Farah</i> (Attachments: # <u>1</u> Exhibit 6# <u>2</u> Certificate of Service)(Rogero, David) (Entered: 12/11/2006)
12/11/2006	<u>41</u>	NOTICE by Gapardis Health & Beauty, Inc. re <u>35</u> Notice (Other), Notice (Other), <u>34</u> Plaintiff's MOTION for Default Judgment <i>against Defendant Pramil SRL (Esapharma) Notice of Filing Exhibit 7 to Supplemental Declaration of Michel Farah</i> (Attachments: # <u>1</u> Exhibit 7# <u>2</u> Certificate of Service)(Rogero, David) (Entered: 12/11/2006)
12/11/2006	<u>42</u>	NOTICE by Gapardis Health & Beauty, Inc. re <u>35</u> Notice (Other), Notice (Other), <u>34</u> Plaintiff's MOTION for Default Judgment <i>against Defendant Pramil SRL (Esapharma) Notice of Filing Exhibit 8 to Supplemental Declaration of Michel Farah</i> (Attachments: # <u>1</u> Exhibit 8# <u>2</u> Certificate of Service)(Rogero, David) (Entered: 12/11/2006)
01/09/2007	<u>43</u>	DEFAULT FINAL JUDGMENT AS TO DEFENDANT PRAMIL S.R.L. (ESPHARAMA) AND ORDER OF REFERENCE TO MAGISTRATE JUDGE FOR DETERMINATION OF DAMAGES. Signed by Judge Federico A. Moreno on 01-09-07. (lc3) (Entered: 01/09/2007)
01/09/2007		Judge Andrea M. Simonton added. (lc3) (Entered: 01/09/2007)
01/10/2007		[D.E. 34] Plaintiff's MOTION for Default Judgment <i>against Defendant Pramil SRL (Esapharma)</i> REFERRED to Magistrate Judge Andrea M. Simonton per DE # 43 to determine damages. (AMS) (Entered: 01/10/2007)

		01/10/2007)
02/13/2007	<u>44</u>	Plaintiff's MOTION for Permanent Injunction <i>against Defendant Pramil SRL</i> by Gapardis Health & Beauty, Inc.. (Attachments: # <u>1</u> Text of Proposed Order)(Rogero, David) (Entered: 02/13/2007)
04/11/2007	<u>45</u>	NOTICE of Ripeness <i>and Ninety Days Expiring</i> by Gapardis Health & Beauty, Inc. re <u>34</u> Plaintiff's MOTION for Default Judgment <i>against Defendant Pramil SRL (Esapharma)</i> filed by Gapardis Health & Beauty, Inc., <u>43</u> Order on Motion for Default Judgment, Motions Referred (Rogero, David) (Entered: 04/11/2007)
05/21/2007	<u>46</u>	ORDER Setting Hearing on Motion <u>34</u> Plaintiff's MOTION for Default Judgment <i>against Defendant Pramil SRL (Esapharma)</i> : Motion Hearing set for 6/13/2007 10:00 AM in Miami Division before Magistrate Judge Andrea M. Simonton.Signed by Magistrate Judge Andrea M. Simonton on 5/21/07.(AMS) (Entered: 05/21/2007)
05/23/2007	<u>47</u>	ORDER granting Plaintiff's <u>44</u> Motion for Permanent Injunction Against Defendant Pramil S.R.L. (Espharma). Signed by Judge Federico A. Moreno on 05-23-07. (lc3) (Entered: 05/23/2007)
06/02/2007	<u>48</u>	Plaintiff's MOTION to Continue Evidentiary hearing on Plaintiff's Motion for Entry of Judgment After Default Hearing by Gapardis Health & Beauty, Inc.. Responses due by 6/15/2007 (Rogero, David) (Entered: 06/02/2007)
06/04/2007	<u>49</u>	ORDER granting <u>48</u> Plaintiff's Motion to Continue Hearing on Motion for Entry of Judgment After Default. The Evidentiary Hearing presently set for 6/13/2007 at 10:00 AM, is reset to 6/28/2007 at 02:00 PM in Miami Division before Magistrate Judge Andrea M. Simonton, signed by Magistrate Judge Andrea M. Simonton on 6/4/2007. (aw) (Entered: 06/04/2007)
06/14/2007	<u>50</u>	Witness List <i>for hearing on motion for entry of judgment after default</i> by Gapardis Health & Beauty, Inc... (Rogero, David) (Entered: 06/14/2007)

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